

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 768-76-8051-7785		PAGE 1 OF 29	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00164-98-R-0064	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VONDA POLLOCK/1165		b. TELEPHONE NUMBER (No collect calls) (812) 854-3683		6. SOLICITATION ISSUE DATE 05/05/98	
9. ISSUED BY NAVSURFWARREN DIV CRANE 300 HIGHWAY 361 CRANE IN 47522 5001 POC: VONDA POLLOCK/1165ZH TELEPHONE: 812-854-3683 /FAX 812-854-5666 OR 3465				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A) SIC: 3829 SIZE STANDARD: 500		11. DELIVERY FOR DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
15. DELIVER TO Chorpur Christi Army Depot (CCAD) 308 Crecy Street Building 258 Attn: T Nugent Corpus Christi TX 78419				16. ADMINISTERED BY		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		13b. RATING DO-B		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
see page 2		(Attach Additional Sheets as Necessary)		23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER <input type="checkbox"/> DATED 5/1. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		38. S/R ACCOUNT NUMBER	
				42a. RECEIVED BY (Print)		39. S/R VOUCHER NUMBER	
				42b. RECEIVED AT (Location)		40. PAID BY	
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

SEE REVERSE FOR OMB CONTROL NUMBER AND
PAPERWORK BURDEN STATEMENTSTANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
0001	Reqn. No. 768-76-8051-7785 Manual Electro-Hydraulic Servo Valve Test Station (MEHSVTS) in accordance with (IAW) the Statement of Work (SOW) and the Performance Specification (PS) (Attachments 1 and 2).	1	EA		
0002	Reqn. No. 768-76-8051-7786 Services to install, test/checkout and train at CCAD on the MEHSVTS IAW the SOW and the PS.	1	LO		
0003	Option for additional training				
000301	Operational Training IAW SOW paragraph 3.4.1	80	HRS		
000302	Maintenance Training IAW SOW paragraph 3.4.2	80	HRS		
0004	Data IAW Contract Data Requirements List (CDRL) DD 1423(s) Exhibits a, b and c.	1	LO	NSP	NSP

SECTION B - CONTINUATION OF SF1449**SCHEDULE NOTES:**

1. SPECIAL NOTICE - The Director, Defense Procurement is proposing to revise the DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award. *The effective date would be 31 March 1998.* Exceptions to this proposal include purchases made with the Government wide commercial purchase card, contracting officers located outside the United States, classified contracts and contracts executed to support contingency or emergency operations. Contractors may register with the CCR on World Wide Web at <http://www.acq.osd.mil/ec> or via dial up modem at **614-692-6788** (user ID: ccrpub; password: pub2ccr1). A paper form for registration may be requested from the DoD Electronic Commerce Information Center at **1-800-334-3414**.

2. EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

List your Commercial and Government (CAGE) Code and Contractor Establishment Code in Block 17a. of Page 1.

3. BLOCK 25: ACCOUNTING AND APPROPRIATION DATA IS AS FOLLOWS:

Will be completed in resultant contract.

Delivery is required as follows:

<u>CLIN</u>	<u>QTY</u>	<u>Required Delivery</u>
<u>0001</u>	<u>1 EA</u>	<u>300 DAYS FROM AWARD DATE OF CONTRACT</u>
<u>0002</u>	<u>1 LO</u>	<u>300 DAYS FROM AWARD DATE OF CONTRACT</u>
<u>000301</u>	<u>80 HRS</u>	<u>Extent to which options are exercised</u>
<u>000302</u>	<u>80 HRS</u>	<u>Extent to which options are exercised</u>
<u>0004</u>	<u>1 LO</u>	<u>IAW DD1423(s)</u>

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility for this material is closed on Saturdays and Sundays.

4. PLACE OF DELIVERY

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

Corpus Christi Army Depot
308 Crecy Street, Building 258 Attn: T. Nugent 512-939-2603
Corpus Christi, TX 78419

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility for this material is closed on Saturdays and Sundays.

5. The Manual Electro-hydraulic Servovalve Test Station is intended for use in testing of electro-hydraulic servovalves.

6. The option may be exercised during the following period: 1 through 360 days after contract award date.

7. Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.
8. Option item (CLIN 0003) to which the option clause in SECTION I applies and which is to be supplied only if and to the extent said option is exercised.
9. List your Commercial and Government Cage Code and Duns number in Block 17 of page 1.

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SECTION "C" as Defined by FAR 12.303**CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (APR 1998)(FAR 52.212-4)**

- (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--
- (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any prompt payment discount offered;
 - (7) Name and address of official to whom payment is to be sent; and
 - (8) Name, title, and phone number of person to be notified in event of defective invoice.
- Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.
- (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C 265 and 10 U.S.C.2409 relating to whistle blower protections; and 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) The Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(End of clause)

NOTE: The clause at FAR 52.212-4 has been tailored for this procurement as follows:

ADDENDUM 1

Paragraph (a) "*Inspection/Acceptance*" is hereby modified as follows:

Inspection will be conducted at contractor's facility. Contractor is to notify the Government 45 in advance of time for inspection/acceptance test. Final Acceptance will be after installation, operational testing at Corpus Christi Army Depot (CADD), 308 Crecy Street, Building 258, Corpus Christi, TX 78419. For purposes of OMB Circular A-125, Prompt Payment, Government acceptance shall be deemed to have occurred constructively on the 30th day after the contractor has delivered supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

Paragraph (o) "*Warranty*" is hereby modified as follows:

Contractor is to provide their standard commercial warranty.

(t) *Contractor Performance Reports*. The Government may evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.1500. The following performance rating factors will be utilized:

Quality
Cost Control
Timeliness of Performance
Business Relations
Customer Satisfaction

(End of clause)

CONTRACT CLAUSES

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Gratuities (Apr 1984)	52.203-3
New Material (May 1995)	52.211-5
Defense Priority and Allocation Requirements (Sep 1990)	52.211-15
Delivery of Excess Quantities (Sep 1989)	52.211-17
Facsimile Proposals (Dec 1989)	52.215-05
Restrictions on Certain Foreign Purchases (Oct 1996)	52.225-11
Stop Work Order (Aug 1989)	52.242-15
Changes - Fixed Price (Aug 1987)	52.243-1
F.O.B. Destination (Nov 1991)	52.247-34

<u>Title and Date</u>	<u>DFAR Paragraph No.</u>
Qualifying Country Sources as Subcontractors (Dec 1991)	252.225-7002
Reports of Government Property (MAY 1994)	252.245-7001

CLAUSES IN FULL TEXT

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be () DX rated order; (x) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.
(End of provision)

VARIATION IN QUANTITY (APR 1984) (FAR 52.211-16)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero Percent increase

Zero Percent decrease

This increase or decrease shall apply to all line items.

(End of clause)

OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989) (FAR 52.217-7)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 1 to 360 days from award date of contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (FAR 52.223-3)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) (FAR 52.245-2)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related

data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
 - (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
 - (3) A decrease in or substitution of Government-furnished property; or
 - (4) Failure to repair or replace Government property for which the Government is responsible.
- (i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.
- (j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--
- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
 - (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.
- (k) Communications. All communications under this clause shall be in writing.
- (l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990) (NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

<u>Description</u>	<u>Estimated Quantity</u>	<u>Total Estimated Value</u>
Hydraulic Servovalve P/N 76088	1 EA	\$ 200,000
Hydraulic Servovalve P/N 72120-1	1 EA	\$ 200,000
Electro-Hydraulic Valve P/N 76036	1 EA	\$ 50,000

(End of text)

Contract Terms & Conditions Required to Implement Statutes or Executive Orders--Commercial Items (APR 1998) (FAR 52.212-5)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553)

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: (Contracting Officer shall check as appropriate)

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2404).
- 2) Reserved.
- X (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637(d)(2) and (3));
- (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)); (5) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14));
- X (6) 52.222-26, Equal Opportunity **DEVIATION** (E.O. 11246); --Alternate I (Apr 1984)
- X (7) 52.222-35, Affirmative Action for Disabled and Vietnam Era Veterans (38 U.S.C. 4212);
- X (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 739);

- X (9) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
 (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10);
 (11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582);
 (12) RESERVED;
 (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849);
 (14) 52.225-19, European Union Sanctions for Services (E.O. 12849);
 (15) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187);
 (ii) Alt I
 (16) 52.239-01, Privacy or Security Safeguards (5 U.S.C. 552a);
 (17) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241);
 Alternate (Apr 1984)

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: (Contracting Officer check as appropriate.)

- (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, *et. seq.*);
 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et. seq.*);
 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et. seq.*);
 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et. seq.*);
 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA)(41 U.S.C. 351, *et. seq.*).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity DEVIATION (E.O. 11246);
 (2) 52.222-35, Affirmative Action for Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
 (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);
 (4) 52.247-64, Preference for Privately Owned U.S. Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (APR 1998) (DFARS 252.212-7001)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.
 (b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- _____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
 _____ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

_____	252.219-7001	Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns (____ Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
_____	252.219-7002	Notice of Small Disadvantaged Business Set- Aside (____ Alternate I) (15 U.S.C. 644).
_____	252.219-7003	Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
_____	252.219-7005	Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions (____ Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
__xx__	252.219-7006	Notice of Evaluation Preference for Small Disadvantaged Business Concerns (____ Alternate I) (15 U.S.C. 644).
__xx__	252.225-7001	Buy American Act and Balance of Payment Program (41 U.S.C. 10a-10d, E.O. 10582).
_____	252.225-7007	Buy American Act--Trade Agreements—Balance of Payments Program (Alternate I)(41 U.S.C.10a-10d, 19 U.S.C.2501-2518 and 19 U.S.C.3301 note).
__xx__	252.225-7012	Preference for Certain Domestic Commodities.
_____	252.225-7014	Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
_____	252.225-7015	Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
_____	252.225-7021	Trade Agreements (____ Alternate I)(19 U.S.C.2501-2518 and 19 U.S.C.3301 note).
_____	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
_____	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
_____	252.225-7029	Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
_____	252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act—Balance of Payment Program (____ Alternate I)(41 U.S.C.10a-10d and 19 U.S.C. 3301 note).
__xx__	252.227-7015	Technical Data--Commercial Items (10 U.S.C. 2320).
__xx__	252.227-7037	Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
__XX__	252.243-7002	Certification of Requests for Equitable Adjustment (10 U.S.C. 2410)'.]
__xx__	252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note)
(End of Clause)

PREPARATION FOR DELIVERY

(1) PRESERVATION-PACKAGING. Preservation - packaging for NON Hazardous Material Item(s) shall be in accordance with standard commercial practices which will ensure safe delivery.

(2) PACKING. All NON Hazardous Material preserved-packaged as above shall be packed in accordance with standard commercial practices.

HAZARDOUS MATERIALS (NAVSURFWARCENDIV)

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

TYPE OF SHIPMENT REGULATIONS

1. Domestic

A

- | | |
|-------------------------------|---------|
| 2. Domestic Air Commercial | A, B, C |
| 3. Domestic Air Military | A, F |
| *4. Export Surface | A, E, G |
| *5. Export Air Commercial | A, D, G |
| *6. Export Air Military (MAC) | F, G |

LIST OF REGULATIONS

- A. Code of Federal Regulations Title: 49 Transportation Parts 100-199
- B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82
- C. Official Air Transport Restricted Articles Circular No. 6-D
- D. International Air Transport Association Restricted Articles Regulations
- E. International Maritime Dangerous Goods Code
- F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Shipment
- *G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1). The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

NOTE: Contractors may provide DATA/CDRL(s) in their own format.

STANDARD COMMERCIAL WARRANTY (NAVSURFWARCENDIV)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of __ months. (Offeror is to insert number.)

HAZARD WARNING LABELS (DEC 1991) (DFAR 252.223-7001)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause

instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None") ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

Section "D" as defined by FAR 12.303

Statement of Work
For
Installation, Checkout, Training of Manual Electro-hydraulic Servo valve Test Station

1.0 Scope. This Statement of Work sets for the requirements for the contractor to (on site at Corpus Christi Army Depot) install/checkout Manual Electro-hydraulic Servo Valve Test Station as provided in accordance with (IAW) the contract specifications. Upon successful completion of installation/checkout, the contractor shall train Government Personnel in the operations and maintenance of the Test Station.

2.0 Applicable Documents.

None Cited

3.0 Requirements. The contractor shall provide the labor, material, facilities and resources to install/checkout and train Government Personnel (on site at Corpus Christi Army Depot (CCAD)) on the Manual Electro-Hydraulic Servo Valve Tester provided by the contractor IAW contract specifications.

3.1 Installation. The contractor shall be responsible for the installation of all components associated with the Manual Electro-hydraulic Servovalve test station as set forth in the contract specification. The installation shall include all piping, plumbing, conduit, and wiring to make the test stands operational. This will include connection to existing 208/110 power panels and (1) Dayton T. Brown CP/S-6250 hydraulic power supply.

Note: CCAD will provide rigger support on base to move the equipment from a semi-tractor trailer to the installation site. (the specific installation site will be determined by CCAD and provided to the contractor within 15 days after receipt of the site evaluation report B CDRL A001)

3.1.1 The MEHSVTS shall be provided with the correct mating connections and fittings to adapt to the existing Dayton T. Brown hydraulic power supplies and as set out in the contract specification. The installation shall include all materials and equipment necessary to regulate the pressure and flow for the unit under test. The test equipment shall also include safety interlock systems at the test station and power supply to allow for quick emergency shut-down and control from the test station.

3.2 Site Evaluation. The contractor shall develop a report containing an analysis of the existing facilities at CCAD that will house the MEHSV Tester and recommended alterations or modification to the facility necessary to accommodate the Tester. (CDRL A001)

3.3 Manuals/Schematics. The contractor shall provide three (3) sets of operating manuals and maintenance manuals prepared in accordance with standard commercial practices. The manuals shall contain adequate identification of equipment to which a particular list applies and sufficient exploded views and/or photographs to permit easy identification of parts. Wiring diagrams and chassis layout diagrams, where applicable, shall be provided. The Contractor shall provide all technical manuals and instructions in accordance with DD1423(s). All manuals shall be written in the English language. (CDRL A002)

3.3.1 The contractor shall provide the schematic diagrams (which include hydraulic schematics) and any other technical data, which are required for proper maintenance of the equipment purchased by the Government. (CDRL A002)

3.3.2 A Certificate of Calibration shall accompany the hydraulic test stand. This certificate shall state the standards (traceable to the National Bureau of Standards) and procedures used in the calibration process. (CDRL A003)

3.4 This contractor shall provide the labor, material, facilities, and resources necessary to complete the specific training tasks set forth below.

3.4.1 Operational Personnel Training.

Up to three personnel shall receive (on site at CCAD) classroom and on-the-job training. Training shall ensure that personnel are thoroughly oriented and trained to efficiently and effectively operate the Test Stand. This training shall cover all possible operating situations, which could confront the operator and steps necessary to resolve them. A minimum of 80 hours of operator training shall be provided during normal duty hours at the CCAD facility in Corpus Christi TX. The Government will notify the contractor within 14 days prior to the scheduled training date.

- 3.4.2 Maintenance Personnel Training. Up to four Government personnel experienced in maintenance of the Test Stand shall receive (on site at CCAD) classroom and on-the-job training. Instruction shall include the adjustments, necessary preventive maintenance, calibration and corrective maintenance parts of the Test Stand to keep downtime of the system to a minimum. A minimum of 80 hours of maintenance training shall be provided during normal duty hours at the CCAD facility in Corpus Christi TX. The Government will notify the contractor within 14 days prior to the scheduled training date.

Attachment (1)

Specification, Manual Electro-hydraulic Servo-valve Test Station (MEHSVTS) With Dynamic Response.

1. SCOPE

1.1 Scope. This specification covers the requirements for a Manual Electro-hydraulic Servovalve Test Station (MEHSVTS) with dynamic response capability. The equipment shall be commercial off the shelf equipment designed to assemble, troubleshoot and test aircraft proportional nozzle type and jet pipe type Electro-hydraulic Servovalves with various configurations.

1.2 Government Furnished Property (GFP). The GFP listed in Paragraph 3.4.24 will be supplied to the contractor, by Corpus Christi Army Depot (CCAD), 30 days after notification of request by the contractor. The contractor shall be responsible for timely notification of the need for the GFP so as not to impact the contract delivery date. The GFP will be returned to CCAD with the shipment of the Servovalve Test Stand.

1.3 Government Furnished Information (GFI). The one each of the Depot Maintenance Work Requirement (DMWR) listed below and as set out in Paragraph 2.2 will be furnished to the contractor, by CCAD, 30 days after notification of request by the contractor. The contractor shall be responsible for timely notification of the need for the GFI so as not to impact the contract delivery date. The GFI will be returned to CCAD with the shipment of the Servovalve Test Stand:

DMWR 55-1650-377	-	For B288 UH-60 Primary Servovalves
DMWR 55-1650-386	-	For M308 CH-47 D.P.S. Servovalves
DMWR 55-4810-203	-	For M808 CH-47 ILCA Servovalves

2. APPLICABLE DOCUMENTS

2.1 General. The documents listed in this section are specified in sections 3 and 4 of this specification. This section does not include documents cited in other sections of this specification or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned that they must meet all specified requirements documents cited in sections 3 and 4 of this specification, whether or not they are listed.

2.2 Government documents.

2.2.1 Specifications, standards, and handbooks. The following specifications, standards and handbooks form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the issue of the Department of Defense Index of Specifications and Standards (DoDISS) and supplement thereto, cited in the solicitation.

SPECIFICATIONS

DEPARTMENT OF DEFENSE

MIL-H-6083	-Hydraulic Fluid, Petroleum Base, For Preservation and Operation
MIL-H-83282	-Hydraulic Fluid Fire Resistant, Synthetic Hydrocarbon Base
MIL-H-5606	-Hydraulic Fluid, Petroleum
MIL-H-46170	-Hydraulic Fluid, Fire Resistant
MIL-V-27162	-Valves, Servo Control, Electric-Hydraulic General Spec For

2.2 Other Government documents, drawings, and publications. The other government documents.

DEPOT MAINTENANCE WORK REQUIREMENTS

DMWR 55-1650-377	-	For B288 UH-60 Primary Servovalves.
DMWR 55-1650-386	-	For M308 CH-47D P.S. Servovalves.
DMWR 55-4810-203	-	For M808 CH-47 ILCA Servovalves

OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION

OSHA 29CFR 1910.95 - Noise

2.3 Non-Government publications. The following document forms a part of this document to the extent specified herein. Unless otherwise specified, the issues of the documents, which are DOD adopted, are those listed in the issue of the DoDISS cited in the solicitation. Unless otherwise specified, the issues of documents not listed in the DoDISS are the issues of the documents cited in the solicitation.

AEROSPACE RECOMMENDED PRACTICE

SAE ARP 490E - Electro-hydraulic Servovalves

2.4 Order of precedence. In the event of a conflict between the text of this document and the references cited herein (except for related associated specifications or specification sheets), the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

3. REQUIREMENTS

3.1 Requirement verification. Requirement verification and inspection shall be in accordance with section 4 of this specification.

3.2 General requirements. The Manual Electro-hydraulic Servovalve Test Station (MEHSVTS) shall include the correct adapters and processes to fully test and buildup three CCAD, National Inventory Control Point (NICP), servo-valves according to DMWRs listed in section 2.2. The test station shall be fully adaptable to any type of proportional nozzle type or jet pipe type servovalve within CCADs aircraft or National Inventory Control Point (NICP) workload. The test station shall consist of the Test Console with Data Acquisition System and X-Y Plotter. A separate cabinet shall be provided for Dynamic Response Capabilities. This cabinet shall include an X-Y-Y plotter, and a Frequency Response Cabinet. All test equipment provided shall meet or exceed the minimum requirements for testing Electro-hydraulic Servovalves per SAE ARP 490 E Aerospace Recommended Practices.

3.3 Construction.

3.3.1 Size. Overall dimensions of the test bench shall not exceed 81 inches in width, 58 inches in depth, and 72 inches in height. Weight shall not exceed 1500 pounds total.

3.3.2 Test Console. The MEHVTS test console shall be composed of the following: A Test Console Enclosure, Test Sink, Instrumentation/Gauge Panel, Test Sink, Test Manifold, Splash Enclosure, Pressure Controls, X-Y Plotter, Data Acquisition System, and Control Gauges.

3.3.2.1 Test Console Enclosure. The Test Console enclosure shall be constructed of a corrosion resistant steel frame and panels. The exterior panels shall have quick acting fasteners for access into the enclosure for maintenance.

3.3.2.2 Data Acquisition System. The Data Acquisition System shall be of modular system to plot and display servovalve data.

3.3.2.3 Data Display and Plotting. The test stand shall not be pre-configured for any particular type of servovalve. The configuration of the stand shall be under operator control. Any signal sent to the Data Acquisition System shall be displayed at the digital panel meter and/or the x-y plotter. The system shall have the capability of plotting any of the following eight signals on either x-axis or y-axis of the plotter:

IS	(single servovalve coil current)
ID	(differential servovalve coil current)
Qlo	(low flow cylinder output)
Qhi	(high flow cylinder output)
P	(P1-P2 pressure output)
P1	(pressure transducer output)
P2	(pressure transducer output)
TEMP	(hydraulic oil temperature)

The system shall also include provisions for an external signal to be sent to the x axis or y axis.

3.3.2.4 Servo Valve Control System. The system shall drive the servo valve through an input control potentiometer. Excitation to the pot shall be ± 5 VDC adjustable from zero to full scale by the limiting potentiometer, +I LIMIT and -I LIMIT. The limit pots shall be used to protect the servo valve coil against overcurrent. A switch shall also be provided to provide hardover to hardover cycling of the servo valve by interchanging the \pm excitation to the pot. A position shall be provided for an ongoing positive voltage to the servo amplifier with clockwise turn of the pot.

3.3.2.5 Test Sink. The test sink shall be constructed of heavy gage stainless steel with removable splash trays. The MEHSVTS shall be controlled from the sink area. The test sink shall catch fluid resulting from units testing and directs it into the sump assembly located beneath the sink.

3.3.2.6 Test Sink Splash Enclosure. The splash enclosure shall be constructed of corrosion resistant material suitable to fully enclose the test sink to prevent fluid exiting the sink area. The enclosure shall be fully removable for servicing the system.

3.3.3 Test Manifold System. The test manifold shall provide a means for hydraulic fluid to be fed to the servo valve under test. The manifold shall consist of a manifold assembly with entrance and exit ports connected to the supply and return manifolds. Fluid measurement circuits shall be connected to ports of the test manifold to allow pressure and flow measurement. The test manifold shall be located within the Test Sink.

3.3.4 Inlet Pressure Controls. The controls for the inlet and return pressure shall be conveniently located in the sink area of the MEHSVTS. Inlet pressure shall be controlled from near 0 to 6000 psig. The inlet pressure shall be continuously displayed on a dedicated pressure gauge with accuracy of .25% of full scale. The return pressure shall also be displayed on a dedicated pressure gauge with an accuracy of .25% full scale.

3.3.4.1 C1/C2 Valves. Valves shall be provided in the sink area to allow the operator to switch out the C1/C2 pressure gauges during pressure gain test.

3.3.4.2 Accumulator Bleed Valves. Accumulator bleed valves shall be provided to relieve pressure buildup in the hydraulic lines and are normally left in the closed position when operating the test stand. Bleed valves are required also to bleed off pressure, typically when the test stand is being shut down.

3.3.5 Switches. All switches for manifold alignment and selection of flow meters and configuration shall be located close to the desktop area of the sink. All switches shall be ergonomically placed to eliminate unnecessary reaching to control systems. Switches for servo valve assembly testing shall also be located within the sink area.

3.3.6 Sump. A sump assembly attached to the test sink shall route fluid back to the supply manifold.

3.3.7 Gauges. There shall be dedicated gauges for servo valve inlet pressure, return pressure and for C1 and C2 chamber pressures during first stage build-up.

3.3.8 Leads and Cables. The test stand shall be furnished with all leads and cables necessary for testing the servo valves in section 3.4.24. Leads, cables, and/or bundles shall be provided with identification tags. Test lead and cable terminals and corresponding terminals on the test stand shall be numbered or color-coded to assure proper connection.

3.3.9 Nozzle Pushing Fixture. A fixture shall be provided for installation, removal and adjustment of servo valve nozzles during hydraulic amplifier set up.

3.3.10 Pressure Transducers. The MEMSVTS shall also include pressure transducers for measuring C1/C2 or chamber pressures.

3.3.11 Facility Interface. The proposed test stand shall not contain an external power supply. The system shall be configured to interface with the CCAD/Dayton T. Brown hydraulic supply system.

3.3.12 Frequency Response Cabinet. The test stand shall be designed to provide hydraulic pressure during the frequency/dynamic response test and contain all electronics in order to perform these tests. The electrical supplies shall provide current input and frequency during the frequency response testing.

3.3.13 Dynamic Response Cylinders. Two dynamic response cylinders shall be provided for test of dynamic response test capabilities of servo valves in section 3.4.24.

3.3.14 Commercial Electronic Equipment. The oscilloscopes, signal generators, digital panel meters, frequency counters, voltmeters, data acquisition system, manifold central switches, and current controls and other equipment shall be commercially available.

3.4 Performance Characteristics.

3.4.1 Testing Capability. The MEHSVTS shall contain the necessary controls and instrumentation to perform the following tests on servo or proportional valves: Polarity, Flow and Pressure Gain, Hysteresis, Linearity, Symmetry, Threshold, Null shift and bias, Supply and return pressure drift, Null leakage, Proof pressure, Transient response, and Dynamic response.

3.4.2 Testing. The system shall include power supplies, pressure transducers and fixturing to interface with servovalve assemblies in section 3.4.24.

3.4.3 Performance Particulars. The MEHSVTS shall have the following performance particulars:

- a. Flow: 0-25 GPM control flow minimum at .7% of reading.
- b. Pressure Supply 0-6000 psi at .25% full scale accuracy.
- c. Pressure Return 0-3000 psi at .25% full scale accuracy.
- d. Pressure xducers 0-3000 psi at .25% full scale accuracy.
- e. Temperature: 60 F°– 275 F° ± 5 F°.
- f. Drive Current: ± 100 mA
- g. Frequency 0.5 to 150 Hz
- h. Sump Pump 10 gal reservoir, 2gpm sump pump

3.4.4 Control Console Performance. The MEHSVTS control console shall contain all of the controls and instrumentation necessary for the control and stimulus of the test station.

3.4.5 Test Console. The MEHSVTS shall be composed of the components listed in paragraphs listed in 3.2 and 3.3. The test console shall allow the operator to mount a servovalve to a test manifold located in the test sink and then utilize the console to perform fully manual testing. The test console shall receive hydraulic fluid from a CCAD/Dayton T. Brown remote hydraulic power source and allow control through the console to adjust for the desired inlet pressure and send hydraulic fluid to the test manifold.

3.4.6 Data Acquisition System Performance. The MEHSVTS Data Acquisition System shall incorporate a x-y function plotter to plot servovalve functions during flow leakage and pressure/flow gain test. The plotter shall be an Allen Data Graph; Model HRT 615 or equivalent. The data acquisition system shall provide the following resolutions:

Resolutions: Current, .1ma/inch to 10 ma/inch.

Pressure, 50 psi/inch to 1000 psi/inch

Flow, .01 gpm/inch to 10 gpm/inch

3.4.7 Dynamic Frequency Response Mode. During Dynamic Response Mode the servovalve shall be under the control of the Frequency Response Console and the data will be plotted on a x-y-y plotter rather than the x-y plotter.

3.4.8 Operators Area. The sink shall contain all spilled fluid from the test operations. The contained fluid shall be drained through a mesh filter strainer and stored in the sump pump reservoir. When sufficient fluid has accumulated, the test console sump pump will be activated and fluid shall be pumped back into the hydraulic reservoir via the hydraulic return system.

3.4.9 Nozzle Pushing/Assembly Mode. The MEHSVTS shall be designed to provide hydraulic pressure during initial servovalve set-up of the torque motor and magnetic amplifier. The equipment shall provide proper set-ups for using nozzle-pushing fixtures provided by the contractor.

3.4.10 Safety Features. The MEHSVTS shall incorporate safety features in order to eliminate the possibility of an accidental hydraulic pressure release. Safety features shall ensure that the Servovalve has been properly secured to the manifold before the hydraulic pressure can be applied.

3.4.11 Emergency Stop. The MEHSVTS shall incorporate an emergency stop function on the Test Console that will shut down all hydraulic equipment.

3.4.12 Leak Detection. The MEHSVTS test system shall include a leak detection and containment system. The system shall include automatic features to shut down the system if a leak has been detected in the unit under test (uut) or in the test console. The containment system shall include a containment barrier or trough around the perimeter of the test console to contain hydraulic fluid in case of an undetected leak or failure of the Test Sink Sump Pump.

3.4.13 Hydraulic Fluid Compatibility. The MEHSVTS shall be equipped to accept Hydraulic test fluid MIL-H-5606, MIL-H-46170, MIL-H-6083 or MIL-H-83282.

3.4.14 Fluid Filtration. The system hydraulic fluid filtration shall comply with SAE ARP 490 for Test Equipment. The filtration shall be compatible with hydraulic fluid in 3.4.13 Hydraulic Fluid Compatibility. Unless otherwise specified in these documents, the filtration shall be at least 5µm.

3.4.15 Noise Limits. The noise limits on the MEHSVTS equipment shall meet or exceed the permissible occupational noise exposures in OSHA 29CFR 1910.95. The permissible noise exposure shall not exceed 90 dBA for 8 hours.

3.4.16 Air Input. The MEHSVTS shall be equipped with a filtering system and air pressure regulator to maintain clean air to the system. The system shall be compatible with regular shop air systems 85 – 90 psi.

3.4.17 Hydraulic Power Supply Compatibility. The contractor shall provide all the necessary hardware to connect to an existing Dayton T. Brown 6250-power supply manifold system. The test system shall have the capability of controlling the hydraulic power supply pressure and gpm locally at the test console.

3.4.18 Flowmeters. Flowmeters shall be provided to measure the flow of the hydraulic circuit and pump case drain. The main flow circuit shall consist of positive displacement flow meters with ranges of .05 gpm to 25 gpm at .5% of indicated rate. The test console shall be controlled throughout the entire range with electrical switches that operate solenoid valves mounted on the main system manifold. The case drain flowmeter shall have a range of .13 to 1.66 gpm.

3.4.19 DC Power Supply. A panel mounted direct current power supply capable of being varied between 0 to 60 volts shall be supplied. The power supply shall be capable of supplying 0 to 50 amperes. The power supply shall include the necessary voltmeters, ammeters, pilot lights, control switches and terminal connections necessary to provide the electrical supply necessary for the operation of various electrically actuated servovalves. The voltage shall remain within $\pm 1\%$ of the set value for maximum load variation. The DC power supply shall operate with the manual control Data Acquisition System.

3.4.20 Calibration. The system shall incorporate the ability to have calibration verified using external standards. End to end calibration of pressure transducers will be accomplished with a dead weight tester or similar device. The test console shall have front panel external fluid ports and other attaching ports as required for connecting external standards.

3.4.21 Lighting. The MEHSVTS light shall be adequate to provide 100 foot candles to the working surface. The lighting circuit shall be powered by a 110V AC, 60 Hz single phase current supplied by a separate source from the main power panel.

3.4.22 Electrical Connections and Hardware. The MEHSVTS shall require no more than three 120C AC, single phase, 60 Hz, 15 amp connections for operation. The system shall include common hardware with wiring to fully install the equipment. All electrical connections and circuitry shall be fully tested prior to final acceptance test.

3.4.23 Fixtures and Interconnect Devices. The MEHSVTS shall be furnished with all hoses, leads, cables and mounting fixtures necessary for testing the Government Furnished Property (GFP) referenced in section 3.4.24 of this specification. Test leads, cable terminals and corresponding terminals on the test console shall be numbered or color-coded to assure proper connection.

3.4.24 Government Furnished Property (GFP). For the purpose of verification, the following items constitute government furnished property:

Item 1. Servovalve, Hydraulic	P/N 76088	NSN 1650-00-906-0284
Item 2. Servovalve, Hydraulic	P/N 72120-01	NSN 1650-01-263-7870
Item 3. Valve, Electro-Hydraulic	P/N 76036	NSN 4810-00-021-6755

4. VERIFICATION

4.1 Conformance Inspection. Conformance inspection shall include the examination of 4.2 and the tests of 4.3 of this specification.

4.2 Examination. The MEHSVTS shall be examined for compliance with the requirements specified in section 3. Any redesign or modification of the contractor's standard product to comply with specified requirements, or any necessary redesign or modification following failure to meet the specified requirements shall receive particular attention for adequacy and suitability. The element of inspection shall encompass all visual examinations and dimensional measurements. Noncompliance with any specified requirements or presence of one or more defects preventing or lessening maximum efficiency shall constitute cause for rejection.

4.3 Systems Testing

4.3.1 Test conditions. Testing shall be performed in an environmentally controlled area at ambient temperature $70^{\circ}\text{F} \pm 10^{\circ}\text{F}$. All other test conditions shall be as specified in the applicable DMWR listed in 2.2 of this specification.

4.3.2 Static Pressure System Test. The static high pressure pneumatic and hydraulic supply systems shall be operated to the maximum pressure specified and to, at minimum, six different pressure levels throughout the respective specified ranges to demonstrate acceptable operation of the systems, controls and the indicating instruments.

4.3.3 Indicating Instrument Test. All pressure gages, flowmeters and other electrical meters shall be cycled a minimum of five times and then rechecked for calibration.

4.3.4 Safety Devices and Interlock Test. The following shall be tested to demonstrate their proper operation:.

- a. Automatic gage shutoff valves.
- b. All interlocks.
- c. Emergency switches.
- d. Low fluid level switches.
- e. Overtemperature switches.
- f. Flowmeter relief valves.

4.3.5 Electric Power Supply Test. The DC power supplies shall be operated at maximum load conditions and, at a minimum, at six different load conditions throughout the respective specified voltage, amperage and frequency ranges to demonstrate acceptable operation of the power supplies, controls and the indicating instruments. The loading device(s) required shall be contractor furnished.

4.3.6 Low Pressure Hydraulic Boost Supply Test. The low pressure hydraulic boost supply circuit shall be operated, at a minimum, at six pressure and flow combinations throughout the specified range to demonstrate acceptable operation of the supply, controls and the indicating instruments. Any external device(s) required to perform the test shall be contractor furnished.

4.3.7 Constant Flow Operation. The constant flow operation of the hydraulic test stand shall be checked at 1500 and 3000 psi at each rate of flow 2,3,6,20 gpm. The flow shall stabilize within ± 0.5 gpm, of the set flow, after a maximum of 15 minutes of operation.

4.3.8 Test Station Operation. The operation of the test station shall be checked at 3000 psi, at each flow rate of 5 and 30 gpm, with the compensation set at 3000 psi respectively. The hydraulic pump shall output full 5 and 30 gpm rates of flow at all loading pressures below 3000 psi, respectively, however, flow shall fall to zero as soon as the loading pressures reach the compensation pressure setting.

4.3.9 Functional Test. The MEHSVTS shall perform the final acceptance testing of all three servovalves listed in section 2.2 of this specification. The testing shall be accomplished in accordance with Chapter 4, Final Assembly and Testing, of each DMWR listed in section 2.2 of this specification. Separate test shall be performed for each of the servovalves.

4.4 Inspection and Acceptance. A Government Representative from CCAD and Naval Surface Warfare Center (NSWC) Crane Division will be present during the inspection and acceptance procedures at the contractor's plant prior to shipment of the MEHSVTS. Inspection and acceptance of the MEHSVTS will be in accordance with the inspection and acceptance clauses referenced in the solicitation/contract. All inspections and testing listed in Section 4 of this specification shall be performed at the Contractor's plant. The contractor shall provide NSWC Crane 45 days advance notice of the scheduled date and time for the inspection and acceptance. After shipment and installation of the MEHSVTS at CCAD, the contractor will perform initial calibration, verification, and check-out of the MEHSVTS using the DMWR(s) listed in paragraph 2.2 of this specification. The GFP listed in paragraph 3.4.24 of this MEHSVTS specification shall be used in the check-out procedures.

5. PACKAGING

Packaging. For acquisition purposes, the packaging requirements shall be as specified in the contract. When actual packaging of material is to be performed by DOD personnel, these personnel need to contact the responsible packaging activity to ascertain requisite packaging requirements. Packaging requirements are maintained by the Inventory Control Point's packaging activity within the Military Department or Defense Agency, or within the Military Departments System Command. Packaging data retrieval is available from the managing Military Departments or Defense Agency's automated packaging files, CD-ROM products, or by contacting the responsible packaging activity.

Attachment (2)

Section "E" as defined by FAR 12.303

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the:

General Services Administration
Federal Supply Service Bureau
Specifications Section, Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the:

Standardization Documents Desk
 Building 4D, 700 Robbins Avenue
 Philadelphia, PA 19111-5094
 (Telephone (215) 697-2569).

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone (610) 607-2667 /2179).

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

NOTE: The provision at 52.212-1 has been tailored as follows: (See addendum 2 below).

Addendum 2

52.212-1 Tailoring

Paragraph **(b) (4)** is hereby modified to add the following:

A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary. The Offeror(s) proposals will be evaluated to ensure that the proposed system; warranty and training complies with the requirements specified in the performance specification and the statement of work. This is a "best value" each technical proposal shall enable Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the requirements of the government. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems.

End of Paragraph (b) (4)

Change Paragraph (b) (10) "*Past Performance*" as follows:

Past performance information, is an evaluation factor. Accordingly, each offeror is required to submit a list of its most recent contracts (maximum of 5) for the same or similar items (include the names, addresses, contract numbers, and phone numbers (voice and fax) for two (2) points of contact for each reference). Offerors who do not have same or similar past performance information will be rated neither favorably nor non-favorably. Offerors without corporate past performance history are encouraged to submit relevant past performance information on previous subcontracting experiences, etc. for the Government to evaluate. Small disadvantaged business concerns may receive evaluation preference as provided elsewhere in this solicitation.

Delete paragraphs (d and h) in their entirety.

EVALUATION--COMMERCIAL ITEMS (OCT 1995) (FAR 52.212-2) (Addendum 3)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: (i) technical capability of the item offered to meet the Government requirement; warranty; training (ii) past performance; (iii) price. The technical capability is significantly more important than past performance and price. Price becomes more important as the degree of offers becomes equal.
- (b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

NOTE: The provision 52.212-2 has been tailored.

Title and DateFAR Paragraph No.OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS (JAN 1997) (FAR 52.212-3) **DEVIATION**(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern" means a small business concern that --

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification number (TIN)* (26 U.S.C. 6050M). (1) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U. S. and does not have an office or place of business or a fiscal paying agent in the U. S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State Basis. _____

(2) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name

TIN

(c) Offerors must complete the following representations when the resulting contract to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Small disadvantaged business concern.* The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) *Women-owned small business concern.* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern.* The offeror represents that it ☐ is, ☐ is not, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it /_/ is, /_/ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(d) *Certifications and representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that --

(i) It /_/ has, /_/ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It /_/ has, /_/ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U. S. C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act - Trade Agreements - Balance of Payments Program Certificate.* (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line Item No. Country of origin

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products,

NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1)*Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program*. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program" and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line item No.	Country of origin

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program:"

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country products.

(2) *Alternate I*. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals /_/ are, /_/ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) /_/ Have, /_/ have not, within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and /_/ are, /_/ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DFAR 252.212-7000) (NOV 1995)

(a) *Definitions.*

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certifications.*

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) *Representation.*

The offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) (FAR 52.223-13)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned and operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023 (b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Certification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulations; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 1991)
(DFARS 252.225-7000)

(a) *Definitions.*

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number	Country of Origin
------------------	-------------------

(List only qualifying country end products)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Line Item Number	Nonqualifying Country End Products	Country of Origin
------------------	------------------------------------	-------------------

(End of provision)

PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984) (FAR 52.222-24)

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)										Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the government Issuing Contracting Officer for the Contract/PR No. in Block E.											
A. CONTRACT LINE ITEM NO.			B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>						
D. SYSTEM/ITEM				E. CONTRACT/PR NO.			F. CONTRACTOR				
1. DATA ITEM NO.		2. TITLE OF DATA ITEM				3. SUBTITLE				17. PRICE GROUP	
A003		CALIBRATION CERTIFICATE OF TRACEABILITY				(MANUAL SERVO VALVE TESTER)					
4. AUTHORITY (Data Acquisition Document No.) DI-QCIC-80798					5. CONTRACT REFERENCE PARA 4.3 OF SPEC			6. REQUIRING OFFICE CODE 7068		18. ESTIMATED TOTAL PRICE	
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY OTIME		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION			
8. APP CODE		BLK 16		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBM.		a. ADDRESSEE		b. COPIES final draft reg repr	
16. REMARKS BLOCK 7 - Submit one info copy only of LT to: COMMANDER CODE 1165 BLDG 64 ATT MARY SHEETZ NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE IN 47522-5001 BLOCK 9 - DISTRIBUTION STATEMENT A APPLIES BLOCK 12 - SUBMIT THE CERTIFICATE CONCURRENT WITH DELIVERY OF THE EQUIPMENT BLOCK 14 - ADDRESSEE LIST (AL) - SEE ATTACHED								AL-01		Letter Only	
								AL-02		1	
								15. TOTAL ----->			
G. PREPARED BY Theresa Andis <u>TMA</u>				H. DATE 22 JAN 98		I. APPROVED BY <u>Theresa Andis</u> <i>Theresa Andis, Date Mgr</i>			J. DATE 22 JAN 98		

Exhibit (c)

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)												Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the government Issuing Contracting Officer for the Contract/PR No. in Block E.															
A. CONTRACT LINE ITEM NO. L				B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____									
D. SYSTEM/ITEM				E. CONTRACT/PR NO.				F. CONTRACTOR							
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM COMMERCIAL-OF-THE-SHELF (COTS) MANUAL						3. SUBTITLE				17. PRICE GROUP			
4. AUTHORITY (Data Acquisition Document No.) DI-TMSS-80527						5. CONTRACT REFERENCE SOW PARA 3.4 AND 3.4.1				6. REQUIRING OFFICE CODE 7068				18. ESTIMATED TOTAL PRICE	
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY OTIME		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION							
8. APP CODE		BLK 16		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBM.		a. ADDRESSEE		b. COPIES final draft reg repr					
16. REMARKS BLOCK 4 - BLOCK 10 OF Data Item (DI-TMSS-80527). Delete the requirements in Para 10.3 BLOCK 7 - Submit one info copy only of LT to: COMMANDER CODE 1165 BLDG 64 ATT MARY SHEETS NAVSURFWARCEMDIV 300 HIGHWAY 361 CRANE IN 47522-5001 BLOCK 9 - DISTRIBUTION STATEMENT A APPLIES BLOCK 12 - Submit the manuals with the delivered equipment to AL-02 BLOCK 14 - ADDRESSEE LIST (AL) - SEE ATTACHED								AL-01				3			
15. TOTAL ----->								0		0		3			
G. PREPARED BY Theresa Andis				H. DATE 22 JAN 98		I. APPROVED BY <i>Theresa Andis</i>				J. DATE 22 JAN 98					

Exhibit (b)

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)										Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the government Issuing Contracting Officer for the Contract/PR No. in Block E.												
A. CONTRACT LINE ITEM NO.			B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>							
D. SYSTEM/ITEM				E. CONTRACT/PR NO.				F. CONTRACTOR				
1. DATA ITEM NO.		2. TITLE OF DATA ITEM				3. SUBTITLE				17. PRICE GROUP		
A001		TECHNICAL REPORT-STUDY/SERVICES				(SITE EVALUATION REPORT)						
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508					5. CONTRACT REFERENCE SOW PARA 3.1			6. REQUIRING OFFICE CODE 7068			18. ESTIMATED TOTAL PRICE	
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY OTIME		12. DATE OF FIRST SUBMISSION 30DAC		14. DISTRIBUTION				
8. APP CODE		BLK 16		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBM.		a. ADDRESSEE		b. COPIES final draft reg repr		
16. REMARKS BLOCK 7 - Submit one info copy only to: COMMANDER CODE 1165 BLDG 64 ATT MARY SHEETS NAVSURFWARCEMDIV 300 HIGHWAY 361 CRANE IN 47522-5001 BLOCK 9 - DISTRIBUTION STATEMENT A. Approved for public release; Distribution is unlimited. BLOCK 14 - ADDRESSEE LIST (AL) - SEE ATTACHED.								AL-01		1		
								15. TOTAL ----->				
G. PREPARED BY Theresa Andis				H. DATE 22 JAN 98		I. APPROVED BY Theresa Andis, Date 22 Jan 98				J. DATE 22 JAN 98		

Exhibit (a)

DI-MISC-80508 MI ■ 9999989 0002320 8 ■

DATA ITEM DESCRIPTION		Form Approved OMB No. 0704-0188	
2. TITLE Technical Report - Study/Services		1. IDENTIFICATION NUMBER DI-MISC-80508	
3. DESCRIPTION/PURPOSE 3.1 A technical report provides fully documented results of studies or analyses performed.			
4. APPROVAL DATE (YYMMDD) 880115	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) G/T2137	6a. DTIC APPLICABLE X	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP 7.1 This data item description contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 This DID supersedes DI-A-5029. 7.3 Defense Technical Information Center (DTIC), Cameron Station, Alexandria, VA 22314.			
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER G4291
10. PREPARATION INSTRUCTIONS 10.1 <u>Format.</u> (a) The report and all attachments shall be typewritten, or otherwise clearly lettered, and shall be duplicated using non-fading ink. (b) Text shall be prepared on standard letter size paper (8 1/2" X 11"). (c) When attachments are included, they shall be fully identified, referenced in the text, and folded to conform to the size paper used in the report. (d) Security classification and distribution markings shall conform to the requirements of the contract, purchase description and security requirements checklist, as applicable. 10.2 <u>Content.</u> (a) Title Page - Identifies the report by providing contract number, project name or purchase description title, task number, and reporting period. <div style="text-align: right;">(continued on page 2)</div>			
11. DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.			

DI-MISC-80508 MI ■ 9999989 0002321 T ■

DI-MGMT-80508

Block 10. Preparation Instructions (Continued).

- (b) Table of Contents
- (c) Section I - Includes the following:
 - (1) Introduction
 - (2) Summary - A brief statement of results obtained from the analytic effort.
 - (3) Conclusions and their condensed technical substantiations.
- (d) Section II - A complete and detailed description of the analytic results which led to the conclusions stated in Section I above.

DI-TMSS-80527 TM ■■■ 9999989 0000678 8 ■■

DATA ITEM DESCRIPTION		Form Approved OMB No. 0704-0188	
2. TITLE Commercial Off-the-Shelf (COTS) Manuals		1. IDENTIFICATION NUMBER DI-TMSS-80527	
3. DESCRIPTION/PURPOSE 3.1 Commercial Off-the-Shelf (COTS) manuals contain operation, maintenance, parts lists, and other instructions applicable to equipment designed and manufactured for commercial use. (Continued on Page 2)			
4. APPROVAL DATE (YYMMDD) 880201	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) TM	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP 7.1 This Data Item Description (DID) is applicable when (existing) COTS manuals are acquired in order to evaluate their acceptability for Government use. 7.2 COTS manuals are basically acceptable for Government use when they conform to the applicable requirements of 3.1 and 3.2 of MIL-M-7298. (Continued on Page 2)			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER A4320	
10. PREPARATION INSTRUCTIONS 10.1 <u>Reference Documents</u> . The applicable issue of the documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract. 10.2 <u>Format</u> . The style and format of Commercial Off-the-Shelf COTS manuals shall be in accordance with 3.1.1 of MIL-M-7298. 10.3 <u>Content</u> . The content of Commercial Off-the-Shelf COTS manuals shall be in accordance with 3.2 of MIL-M-7298.			
11. DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.			

DD Form 1664, JUN 86

Previous editions are obsolete.

PAGE 1 OF 2 PAGES

DI-TMSS-80527 TM ■ 9999989 0000679 T ■

DI-TMSS-80527

3. DESCRIPTION/PURPOSE (Continued)

3.2 The Government uses COTS manuals to support commercial equipment in a Government commercial or military environment.

7. APPLICATION/INTERRELATIONSHIP (Continued)

7.3. Basically acceptable COTS manuals may require augmentation by preparation of supplemental data to make them fully acceptable for Government use.

7.4 This DID is related to "Supplemental Data for Commercial Off-the-Shelf (COTS) Manuals", DI-TMSS-80528.

7.5 This DID supersedes DI-M-4022C, DI-M-6153, and DI-TMSS-80385.

DI-QCIC-80798 DC ■ 9999989 0000087 0 ■

DATA ITEM DESCRIPTION		Form Approved OMB No. 0704-0188	
1. TITLE Calibration Certificate of Traceability		2. IDENTIFICATION NUMBER DI-QCIC-80798	
3. DESCRIPTION / PURPOSE 3.1 The Calibration Certificate of Traceability documents the performance of calibration in accordance with contract specifications for procured equipment.			
4. APPROVAL DATE (YYMMDD) 890323	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) F/AGMC-MLSE	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION / INTERRELATIONSHIP 7.1 This DID contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 The Calibration Certificate of Traceability is applicable to contracts for equipment requiring certified calibration prior to delivery. 7.3 This DID Supersedes DI-QCIC-80577.			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER F4680	
10. PREPARATION INSTRUCTIONS 10.1 <u>Specific Instructions</u> - The Calibration Certificate of Traceability shall be in contractor elected format and contain the following information: a. An explicit statement indicating that the equipment has been calibrated. b. A statement establishing traceability to the appropriate standards organization (such as the National Institute of Standards and Technology or other international standards organization members). c. Accuracy of calibration. d. Date of calibration. e. Equipment model number. f. Equipment serial number. g. Dated signature of a contractor representative certifying the performance of calibration.			
11. DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.			

DD Form 1664, MAR 87

Jun 86 edition may be used until exhausted.

Page 1 of 1 Pages
49 012

Exhibit (f)

ADDRESSEE LIST (AL)

DD FORM 1423 (CDRL)
BLOCK 14 ENTRY

COMPLETE ADDRESS

AL-01
(Letter of Transmittal
Only)

COMMANDER
CODE 7068 BLD 3241 ATT B GOOD
NAVSURFWARCENDIV
300 HIGHWAY 361
CRANE IN 47522-5001

AL-02

³
CORPUS CHRISTI ARMY DEPOT (CCAD)
308 Crecy Street, Bldg 258
Corpus Christi, TX 78419
ATT T. Nugent (Tel 512-939-2603;

Exhibit (g)